



भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित
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सं. 51] नई दिल्ली, दिसम्बर 22—दिसम्बर 28, 2024, शनिवार/ पौष 1—पौष 7, 1946
No. 51] NEW DELHI, DECEMBER 22—DECEMBER 28, 2024, SATURDAY/PAUSHA 1—PAUSHA 7, 1946

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

नई दिल्ली, 18 दिसम्बर, 2024

का.आ. 2259.—केन्द्रीय सरकार, राजभाषा नियमावली, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (4) के अनुसरण में राजस्व विभाग के अधीन, वित्तीय आसूचना एकक-भारत, जीवन भारती बिल्डिंग, कनाॅट प्लेस, नई दिल्ली, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11017/1/2016- ए.डी.(हिन्दी-IV)]

शिशिर शर्मा, संयुक्त निदेशक (राजभाषा)

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 18th December, 2024

S. O. 2259.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, Financial Intelligence Unit-India, 7th Floor, Tower-2, Jeevan Bharati Building, Cannaught Place, New Delhi-110001, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/1/2016- AD(Hindi-IV)]

SHISHIR SHARMA, Jt. Director (OL)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 18 दिसम्बर, 2024

का.आ. 2260.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रजिस्ट्रार, राष्ट्रीय प्रौद्योगिकी संस्थान कर्नाटक, श्रीनिवास नगर पोस्ट, मैंगलोर; मेसर्स श्री वेंकटेश्वर एंटरप्राइजेज, बसवेश्वरनगर, बेंगलुरु, के प्रबंधन के संबद्ध नियोजकों और श्रीमती संदेह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, बेंगलोर, पंचाट (संदर्भ संख्या 19/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2024 को प्राप्त हुआ था।

[सं. एल-42012/212/2021- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 18th December, 2024

S.O. 2260.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/2022) of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Registrar, National Institute of Technology Karnataka, Srinivas Nagar Post, Mangalore ; M/s. Sree Venkateshwara Enterprises, Basaveshwanagar, Bengaluru, and Smt. Shubha, Worker**, which was received along with soft copy of the award by the Central Government on 02.12.2024

[No. L-42012/212/2021- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE, CAMP COURT At HYDERABAD**DATED : 12th NOVEMBER 2024PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

ID No. 19/2022**I Party**

Smt. Shubha,
D/o Jagannath Suvarna,
D No. 15-41/4, Girija Sadan,
Padi House, Near Check Post,
Mukka, Surathal,
MANGALORE – 574 146.

II Party

1. The Registrar, National Institute of Technology Karnataka, Srinivas Nagar Post, MANGALORE – 575 025.
2. M/s. Sree Venkateshwara Enterprises, No. 19, 1-G Cross, Vivekananda Road, 8th Main, 3rd Stage, 4th Block, Basaveshwanagar, Bengaluru.

Appearances

I Party : **Shri J Ravindra Naik**
Advocate
II Party : **None**

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the National Institute of Technology Karnataka and Sree Venkateshwara Enterprises who was terminated from work vide letter dated 30.06.2022.

2. After registering the case the date of hearing was fixed as 14.06.2023. The Claim Statement was received through Post on 10.12.2022 and the matter came to be posted for Objection/Counter Statement of the II Party. During the pendency of Industrial Dispute the 1st Party filed a Memo that she is not pressing the Petition for further proceedings as she has been given employment by the Respondents and requested the Petition to be closed as not pressed.

3. Perused the records. The 1st Party has filed a Memo dated 12.11.2024 which bears the signature of the Petitioner / 1st Party and counter signed by the learned counsel for the Petitioner on record. Therefore, in view of the above, the Memo is recorded and prayer is allowed. The Petition is thus dismissed as not pressed. Transmit.

A W A R D

Petition is dismissed as not pressed.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 12th November 2024)

Smt. K. P. INDIRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2024

का.आ. 2261.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ईएसएस-जेएवाई इंजीनियर्स, एनसीएल अमलोरी प्रोजेक्ट, सिंगरौली (म.प्र.) प्रबंधन के संबद्ध नियोजकों और, श्री संजय नामदेव, कामगार, ऊर्जांचल विस्थापित कामगार यूनियन, माजन मोड़ सिंगरौली, (म.प्र.), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी/आर/49/2023, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.12.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024- 222-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th December, 2024

S.O. 2261.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID.No. CGIT/LC/R/49/2023), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ESS- JAY Engineers, NCL Amlori Project, Singrauli (M.P.), and Shri Sanjay Namdev, Worker, Urjanchal Visthapit Kamgar Union, Majan Mod Singrauli, (M.P.)**, which was received along with soft copy of the award by the Central Government on 16.12.2024,

[No. L-42025/07/2024-222- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/49/2023

Present: P.K.Srivastava

H.J.S..(Retd)

The Sanjay Namdev,

Urjanchal Visthapit Kamgar Union,

Majan Mod Singrauli

(M.P.) - 486887

Workman

Versus

M/s ESS- JAY Engineers,

NCL Amlori Project,

Singrauli (M.P.)

Management

A W A R D

(Passed on this 26th day of November-2024.)

Vide communication reference number SH-1(68)/2021 by the Deputy Chief Labour Commissioner (Central) Jabalpur, Ministry of Labour, New Delhi this reference is sent to the Tribunal under section-10 of Industrial Disputes Act, 1947 (in short the 'Act') The dispute under reference related to :-

“Whether the demand of the union Urjanchal Vishthapit Evam Kamgar Union Waidhan to reinstate the services of Shri Rambhuvan Shah, Rammilan Yadav, Govind Prasad Yadav, Ram lal Shah, Pappu lal Shah, Anmol Singh and Arvind Shah by the management of M/s ESS-JAY Engineers a contractor of NCL Amlori is justified? If not what other benefits the workmen are entitled to ? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 26/11/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2024

का.आ. 2262.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यक्ष सह प्रबंध निदेशक, राष्ट्रीय उच्च शक्ति परीक्षण प्रयोगशाला प्राइवेट लिमिटेड, संस्थागत क्षेत्र, लोधी रोड, नई दिल्ली, प्रबंधन के संबद्ध नियोजकों और , श्री विष्णु प्रसाद सेन, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी/आर/21/2018,

को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.12.2024 को प्राप्त हुआ था।

[सं. एल-42012/30/2018- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th December, 2024

S.O. 2262.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. ID.No. CGIT/LC/R/21/2018**), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chairman cum Managing Director, National High Power Test Laboratory Pvt. Ltd., Institutional Area, Lodhi Road, New Delhi, and Shri Vishnu Prasad Sen, Worker**, which was received along with soft copy of the award by the Central Government on 06.12.2024,

[No. L-42012/30/2018- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/21/2018

Present: P.K.Srivastava

H.J.S..(Retd)

Sh. Vishnu Prasad Sen

S/o Shri Ramesh Sen,

R/o 197, Mata Mandir Road, Mohangiri,

Ward No.20, Vishiah (M.P.)

VIDISHA(MP) - 464001

Workman

Vs

Chairman cum Managing Director

National High Power Test Laboratory Pvt. Ltd.

Corde-8, First Floor, Scopes Complex-7,

Institutional Area, Lodhi Road,

New Delhi - 110033

Management

(J U D G E M E N T)

(Passed on this 16th day of October-2024)

As per letter dated 18/04/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-42012/30/2018-IR (DU) dt. 18/04/2018. The dispute under reference relates to:

"Whether, the action of the management of National High Power Test Laboratory Pvt. Ltd. (a joint venture of NTPC, NHPC, Power Grid, DVC and CPRI) office at Core 7 Scope Complex, 7 Institutional Area, Lodhi Road in terminating the services of Sh. Vishnu Prasad Sen, employed as Junior Engineer (Civil) w.e.f. 02.07.2012 till 31.12.2016 is legal and justified? If not, what relief the workman is entitled?"

After registering case on the basis of reference, notices were issued to parties. They appeared and filed their respective statements of claim and defense.

According to the workman, he was first employed by the management initially on the post of the Junior Engineer (Civil) w.e.f. 02.07.2012 in Panna with the Employee Code No. C003 after following the recruitment

process and worked till 31.12.2016 that is the date of termination of his services by management, without any break and central day, thus worked for 240 days and more continuously in every year. His appointment under order of management dated 02.07.2012 above mentioned, was for fixed term of one year which was extended for any one year vide year of management dated 04.07.2013 and further one year vide order dated 04.07.2014 with a other extension of one year vide order of management dated 03.07.2015. The management further extended his services for another six months that is from 01.07.2016 to 31.12.2016. The details of sanctioned posts with the management is available on its website according to which the post of Junior Engineer Civil on which the workman has been working after following recruitment process is sanctioned post of permanent nature. It is further the case of workman that a provision of Industrial Employment Standing Orders Act 1946 is applicable to the management. The action of management in not appointing him on permanent appointment and not regularising him in spite of vacancy, is violation of the Standing Orders Act of 1946 hence unfair labour practice which is unjust and against law. Also, it has been alleged that his services has been terminated by management without notice or compensation. Hence, is against law and unjust being in violation of Section 25 F, 25 H, 25 G and 25 M of the Industrial Disputes Act, 1947 (in short the Act) the workman has thus requested that holding the action of management in terminating his services from 31.12.2016 thereby held entitled to be reinstated with all back wages and benefits and also be held entitled to be offer permanent appointment regularising his services.

In spite of service of notice, none has present on behalf of management. Hence, the case has preceded ex-party against management.

In evidence, the workman has filed his affidavit as his examination in-chief which is uncontroverted because there is no cross-examination from the side of management. He has further filed and proved his first appointment letter dated 24th July, 2012, extension letter dated 4th July, 2013, letter of Management dated 27th May, 2014 requiring him to indicate his wellness to continue with the organisation, office order dated 10th March, 2015, application of the workman dated 23rd December, 2016, copy of order of Hon'ble High Court, Certified Copy of Statement of Account, Minutes of the meeting of the Board of Directors held on 6th May, 2014 regarding details of sanctioned posts and job specification of manpower to be recruited, recruitment notification of 2014, list of employees on required role of the company, application dated 2nd June 2016 filed by workman for his regularisation, application dated December 14th, 2016, December 26th, 2016 and December 28th, 2016 filed by workman seeking his regularisation which are exhibit W-1 to W-11.

I have heard ex-party argument of Learned Counsel for workman Shri K.B. Singh and have gone through the record.

The reference itself is the issue for determination.

Since the reference relates only about the legality of termination of the workman, hence this Tribunal will confine itself only to the dispute raised in the reference.

From the perusal of affidavit and the documents proved as mentioned, it is established that the first appointment of the workman was a fixed appointment for one year, which was extended firstly on year to year basis and thereafter for half-yearly and quarterly basis up to 31.12.2016. Thereafter, the services of the workman were disposed with by management.

Section 2(o) of the Industrial Disputes Act, 1947 defines retrenchment as follows :-

Since, the workman was appointed for a fixed term of One year which was extended yearly and thereafter on this Six monthly or Quarterly basis, shows that prima facie it was a fixed term appointment. Since, the appointment of the workman was for a fixed term which was not extended further; apparently it cannot be called retrenchment as defined under Section 2 O O of the Act.

Learned Counsel for the workman has submitted that in this case the management has adopted unfair labour practice by appointing the workman for the fixed term in spite of the fact that there has been sanctioned vacancy of Junior Engineer Civil that is the post on which Workman was appointed and this vacancy is of permanent nature the vacancy still exists. It is further been submitted by Learned Counsel that other persons who were appointed on contract basis by management have been regularised against permanent vacancy excluding the present workman which is illegally accorded by management. Learned Counsel further submits that this Tribunal has power to undo the illegalities mentioned above.

Section 2 (ra) of the Act defines unfair Labour Practice which is as follows: -

Unfair Labour practice means any of the practices specified in fifth schedule.

Schedule V of the Act details about the Unfair Labour Practices on the part of employee and workman. Clause No. 10 para 1st of the Schedule which is about unfair Labour Practices on the part of Employees and Trade Unions of employees is being reproduced as follows:-

To employ workman as Badlis, Casuals or Temporaries and to continue them as such for years with the object of depriving them of status and privilege of permanent workman.

Section 25 (T) of the Act provides that no employee or workman or a Trade Union was committed any unfair labour practice. The point here arises for consideration is whether the action of management in the case in hand is unfair labour practice by the employee or not.

Exhibit W-6 filed and proved by workman is copy of the minutes of the Meeting of the Board of Directors held on 6th May, 2014 with respect to decisions/Resolution regarding details of sanctioned posts and challenges proposed therein. This document goes to show that earlier there was one sanctioned post Junior Engineer/ Supervisor Civil which is not changed. The detail of sanction posts which is part of Exhibit W-6 also mentions this fact. It is also mentioned that the employee will be recruited as a trainee in Supervisor Cadre for one year after which he/ she will be absorbed in regular cadre. This provision is with regard to Junior Engineer/ Supervisor that is the post which the workman was holding before termination of his services.

Though there is material on record to indicate that management has adopted unfair labour practice in employing continuing the applicant workman as a Contract Worker inspite of the fact that there has been sanctioned vacancy right from 2012 to 2016 that is the date of detachment of the workman due to non extension of his work contract but the mandate in the reference is restricted only to legality of termination and not the non awarding of permanent status and regularisation of the workman on the post, any order beyond the scope of the reference will not be permissible in law.

Since it is established that on the date of termination of his services, the workman was on contract basis, none extension of his services that is the non extending the contract cannot be held to be a retrenchment as denied under Section 2 (oo) and hence the termination of his services cannot be held to be unjust or illegal.

The reference stands answered accordingly.

DATE:- 16/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2024

का.आ. 2263.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वायु सेना स्कूल, कलईकुंडा, के प्रबंधन के संबद्ध नियोजकों और उनके कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कोलकाता, पंचाट(संदर्भ संख्या REF.NO.05 OF 2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.12.2024 को प्राप्त हुआ था।

[सं. एल-42012/14/2018- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th December, 2024

S.O. 2263.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **05 OF 2019**) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Air Force School, Kalaikunda, and Its Workmen**, which was received along with soft copy of the award by the Central Government on 16.12.2024.

[No. L-42012/14/2018- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. Bhutia, Presiding Officer.

REF. NO. 05 OF 2019

Parties : Employers in relation to the management of

Air Force School, Kalaikunda**VS****Its Workmen**

Appearance:

On behalf Air Force School: Mr. Kanchan Das, Ld. Advocate.

On behalf of Workmen : Absent

Dated: 5th December, 2024**A W A R D**

Today has been fixed for evidence from the side of the workmen. Unfortunately, none appears from the side of the workmen when the matter is called. That apart, record shows, on earlier two dates also the workmen were found absent without any step.

Authority of Air Force School, Kalaikunda is present along with their Ld. Counsel.

None-appearance of the workmen for three consecutive dates give rise to an assumption that workmen are no more interested to pursue with the dispute which they have raised against the authorities of Air Force School, Kalaikunda, Paschim Medinipur.

Be that as it may, by order No. L-14012/14/2018 –IR(DU) dated 04-02-2019, the Central Government, Ministry of Labour in exercise of power conferred sub-section 1(d) and sub-section 2(A) of section 10 of Industrial Dispute Act, 1947 has referred the following disputes to this Tribunal for adjudication:-

“Whether the action of Air Force station, Kalaikunda in terminating and discontinuing the service of Sh. Debasis Bhattacharya & 5 others w.e.f. 03-10-2016 who are Transport attendants in the Education Section of Air Force Station is legal and/or justified? If not, what relief the workmen is entitled to?”

As per claim statement the concerned six workmen were appointed as Transport Attendants by Air Force School, Kalaikunda, on contractual basis in between 2005 to 2013. However, they have not been paid minimum rate of wages since 2015 including incentive and puja bonus. That they were paid monthly wages through their bank accounts since 2014. However, all on a sudden they were prevented to join their duty verbally and stopped from entering the gate without any reason in the morning of 03-10-2016.

Thus, they have alleged that they have been illegally terminated from the service by the authorities of the Air Force School without giving any notice or without hearing them and in violation of section 25-F of the I.D. Act. Therefore, they have prayed that they may be reinstated as Transport Attendant and for compensation and for the cost of the dispute.

The school authorities in their written statement have alleged that Air Force School, Kalaikunda is not a profit making organisation and was established in the year 1959 and functions under the aegis of the Indian Air Force Educational and Cultural Society. The school is not under the direct control of Air Force Authorities. The school has no school bus of its own, but Air Force Station, Kalaikunda provides its own buses to the school for using within the campuses of the station for the students of Air Force School, Kendriya Vidyalaya-I and Kendriya Vidyalaya-II. That for proper handling of children/students during their journey from home to school and back had engaged Transport Attendants and whose payment were made by the parents of the students.

That all on a sudden those six Transport Attendants went on strike w.e.f. 01-10-2016 and that too without any prior intimation or notice, putting the management of school into great trouble. Then they started demanding high remuneration, extra bonus etc. which were not a part of their terms of engagement. They were paid consolidated amount out of the funds contributed by the parents whose kids use the school buses. Due to such sudden strike Air Force Authority was put into embarrassment in running the school buses without attendants and which put lot of inconveniences to the students. Therefore school authority having no other alternative had to engage a new set of Transport Attendants to take care of the students travelling in the Air Force buses. They have alleged that there was no illegal termination of the workmen and question of reinstatement does not arise and prays for dismissal of the reference.

The workmen in their rejoinder have reiterated what they have alleged in their claim statement.

Unfortunately, the workmen who have raised the dispute, have failed to produce any oral or documentary evidence to substantiate their claim that they have been illegally terminated by the Air Force Authority on 03-10-2016 without any fault on their part.

Thus, there is nothing in the record to decide the issue under reference apart from uncorroborated pleadings of the parties.

In view of above, Reference No.05/2019 is dismissed and a “No Dispute Award” is passed accordingly.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2024

का.आ. 2264.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीएसएनएल, पश्चिम बंगाल दूरसंचार सर्किल, के प्रबंधन के संबद्ध नियोजकों और उनके कामगार, बीएसएनएल अनलिस्टेड कैजुअल वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कोलकाता, पंचाट(संदर्भ संख्या REF.NO. 49 OF 2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.12.2024 को प्राप्त हुआ था।

[सं. एल-40011/52/2013- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th December, 2024

S.O. 2264.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49 OF 2013) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **BSNL, West Bengal Telecom Circle, and Their Workmen, BSNL Unlisted Casual Workers' Union**, which was received along with soft copy of the award by the Central Government on 16.12.2024.

[No. L-40011/52/2013- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Present : Justice K. D. Bhutia, Presiding Officer.****REF. NO. 49 OF 2013****Parties : Employers in relation to the management of****BSNL, West Bengal Telecom Circle.****VS****Their Workmen, represented by BSNL Unlisted Casual Workers' Union.**

Appearance:

On behalf of BSNL, West Bengal Telecom Circle: Mr. Amaresh Bag, Ld. Advocate.

On behalf of the Union : Mr. Rabi Kumar Dubey, Ld. Advocate.

Dated: 20th November, 2024**A W A R D**

By order No. L-40011/52/2013 –IR(DU) dated 05-09-2013, the Central Government, Ministry of Labour in exercise of power conferred sub-section 1(d) and sub-section 2(A) of section 10 of Industrial Dispute Act, 1947 has referred the following disputes to this Tribunal for adjudication:-

“Whether the action of management of BSNL, West Bengal Telecom Circle, 1, Council House Street, Kolkata-700001 in not paying enough maintenance money to the telephone mechanics, so that they are able to pay at least wages notified by the Central Government from time to time to the external labours/unlisted casual labours whenever they are engaged by them occasionally is justified? To what relief the workmen are entitled to?”

The case of the union which has raised the present dispute in gist is that BSNL, West Bengal Circle has engaged unlisted labourers for maintenance of landline, Cable Joint Maintenance, WLL Programming, NTC, VPT, providing WLL prepared, WLL set repair and maintenance, Nigh Guards, Sweeper etc. in different sub-divisions of North 24 Parganas.

That those unlisted workmen working for BSNL, North 24 Parganas in different categories comes within the definition of ‘workman’ as defined in section 2(s) of the Industrial Disputes Act. Accordingly, the principal employer

BSNL, a Central Govt. Enterprise, has failed to adhere to Minimum Wages Act, 1948 and failed to pay wages to those unlisted workers at minimum rate of wages.

The union all along placed its demands for minimum rate of wages and maintenance money by Telephone mechanics before the authorities of BSNL and for payment wages to its unlisted workers as per Central Govt. Minimum Rate of Wages, but the authorities of BSNL turned deaf ear. Finding no other alternative the union had approached Deputy Labour Commissioner (Central), Kolkata for relief. Unfortunately, the Labour Commissioner failed to resolve the dispute and as such referred the dispute to the Ministry for making necessary reference. Thus, the union has prayed for payment of minimum rate of wages to the unlisted workers and for payment of maintenance money to the telephone mechanics as per Central Govt. rate.

Such case of the union has been contested by BSNL by filing written statement, where it has alleged that those unlisted workers were engaged by its contractors engaged for maintenance of Cable, joint etc. The liability to pay minimum rate of wages as per Central Govt. rate lies with those contractors.

That the job of cable joint maintenance, land line maintenance, providing WLL phone is sourced out to contractors. That the direct employees of BSNL will not come under the purview of I.D. Act and Minimum Rate of Wages Act, 1948 is not applicable to those permanent or directly employed employees of BSNL. That the union which has raised the dispute has been misleading the employees of the contractors to safeguard the contractors and placing their demand directly to BSNL. Therefore, it has prayed for dismissal of the reference.

The union in order to prove its case and claim has examined its Circle Secretary Mr., Safikul Alam as W.W.1.

On the other hand BSNL has declined to adduce any evidence. No document whatsoever have been exhibited either by the union which has raised the dispute and by BSNL, though in the record I find union has filed documents as per list and which it has failed to exhibit for reasons best known to it.

Both union and BSNL have filed their written notes of argument.

Nevertheless, let me discuss the evidence of Mr.Safikul Alam, Circle Secretary of the union which has raised the dispute and who has deposed in this case on behalf of the union. He reiterated the content of the claim statement filed by the union in his evidence in chief on affidavit, but his evidence recorded under oath by the Tribunal appears to be inconsistent and self-contradictory.

He in his cross examination has stated BSNL has recognised engagement of casual workers but at the same time he has stated that he has not seen any document of BSNL with regard to engagement of unlisted workers. He has further stated BSNL never issued any appointment letter to casual labours but SDO, BSNL used to issue work order every day and there is no contractor in between BSNL and those casual workers. He has further stated that he was engaged to do work in BSNL in the year 1994 and since 18-07-2002 he is working as a contractor for installation of WLL and he worked as a contractor till 08-03-2004. Such statement of W.W.1 appears to be self-contradictory as he has stated in one breath that no contractor was engaged by BSNL for supply of casual workers, but at the same time he has stated that though he was a casual employee of BSNL and was also a contractor of BSNL for installation of WLL from 18-07-2002 to 08-03-2004.

Further, he during his cross examination has stated that telephone mechanics were not authorised to engage casual labours but at the same time he has stated that telephone mechanics could engage casual labours. That telephone mechanic used to pay wages to those casual labours engaged by them. The Telephone Mechanics were paid by SDO, Telephone for making payment to casual labours. That he never received any receipt from casual workers with regard to payment of wages.

Similarly, Telephone Mechanics too never issued any payment receipt to the casual labours engaged by them. He has further stated that he has no knowledge whether there is any unlisted casual labour in BSNL. If that be so, then the case of the union fails as the union has raised the present dispute in respect of unlisted casual labours working in BSNL. He further stated, no list of casual labours is prepared. The labours who worked in the office are called unlisted casual labours.

He further during his cross examination on 28-08-2023 has stated that he started working for BSNL as casual labour since 1994 directly under Sub-Division Telephone Engineer, Basirhat and he was not an employee of private contractor. That he was paid salary/ wages through vouchers on monthly basis. Unfortunately, he has failed to produce those vouchers.

He stated the other concerned employees are working under S.D.E.T., Basirhat, Bongaon, Barasat and Habra. Every Sub-Division has separate sub-Divisional Engineer Telecom. The other concerned casual workers were also paid through vouchers. Those vouchers were of BSNL. Unfortunately, he has failed to produce those vouchers. He has stated in Basirhat Sub Division there were 23 casual employees. In Habra there were 13-14 casual, in Barasat there were 12 casual and in Bongaon there were 17-18 casual employees.

So, in the absence of documentary evidence this Tribunal is not inclined to rely on the inconsistent and self-contradictory oral evidence given by W.W.1 under oath before the Tribunal.

Nothing has come on record to show that BSNL engaged or engages casual labours directly and it being a Central Govt. enterprise does not adhere to Minimum Wages Act, 1948 and did not pay minimum Central or State Govt. rate of wages to its casual employees or that Telephone Mechanics were allowed to engage casual unlisted workers and they were paid by S.D.E.T. to make payment to those unlisted casual workers.

Nevertheless, this Tribunal is of view, if BSNL gets its work done through any casual employee engaged by it directly or through contractor, if any, then it is bound to adhere to Minimum Wages Act, 1948 and it being a Central Govt. Undertaking, it is bound to pay minimum rate of wages fixed by the Central Govt. from time to time to its casual employees and it cannot evade its statutory liabilities imposed by Minimum Wages Act, 1948 towards its casual employees and avoid payment to its casual employees the wages at minimum rate fixed by Central Govt. from time to time.

In view of the above Reference No.49 of 2013 is disposed of and award to that effect is passed.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 19 दिसम्बर, 2024

का.आ. 2265.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आईडीबीआई बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं I दिल्ली के पंचाट (55/2017) प्रकाशित करती है।

[सं. एल - 12025/01/2024- आई आर (बी-1)-253]

सलोनी, उप निदेशक

New Delhi, the 19th December, 2024

S.O. 2265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.55/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. I Delhi* as shown in the Annexure, in the industrial dispute between the management of M/s IDBI Bank and their workmen.

[No. L-12025/01/2024- IR(B-I)-253]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1
ROOM NO.207, ROUSE AVENUE COURT COMPLEX,
NEW DELHI.

DID No.55/2017

Shri Lalbabu S/o Shri Ram Chander,

C/o Rashtriya Rajdhani Shramik Sangh (Regd),
Rampura, New Delhi-110035.

Workman...

Versus

1. M/s IDBI Bank,
B-3/1, Phase-II, Upper Ground Floor, Ashok Vihar,
New Delhi-110052.
2. M/s Central Investigation And Security Services Ltd.,
7, Satya Niketan, 1st Floor, Motibagh-II,

New Delhi-110021.

Management...

AWARD

1. This is an application Under Section 2A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 28.08.2015 by the management which he declare illegal and unjustified and he be reinstated with full back wages, it is the case of the applicant/workman that he has been working with the management. He has not been provided any legal facilities. He was illegally terminated from his service on 28.08.2015 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.

2. Management No.1 is not appearing since long therefore they are proceeded ex-parte. However, Management no.2 appeared and filed the rebuttal written statement. After that, rejoinder was filed and issues were framed. And after that, case was listed for claimant evidence on 04.12.2017. Thereafter, none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 22.08.2024

नई दिल्ली, 19 दिसम्बर, 2024

का.आ. 2266.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार, संगरूर; डी.ई.टी. टेलीफोन एक्सचेंज संगरूर, पंजाब; उप मंडल इंजीनियर/एसडीओ दूरसंचार, संगरूर, पंजाब; कनिष्ठ दूरसंचार अधिकारी, संगरूर, पंजाब; मेसर्स अमीरुद्दीन ऑटोमोबाइल सर्विस, अलीगढ़ (यू.पी.), के प्रबंधन के संबद्ध नियोजकों और श्री जसवीर सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-1, चंडीगढ़, पंचाट(संदर्भ संख्या 77/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.12.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-223- आई आर (डीयू)]

दिलीप कुमार, अवसर सचिव

New Delhi, the 19th December, 2024

S.O. 2266.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/2018) of the **Central Government Industrial Tribunal cum Labour Court -1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Telecom, Sangrur ; The D.E.T. Telephone Exchange Sangrur, Punjab ; Sub Divisional Engineer/ SDO Telecom Snagrur, Punjab ; Junior Telecom Officer, Sangrur, Punjab; M/s Amiruddin Automobile Service, Aligarh (U.P.), and Shri Jasvir Singh, Worker**, which was received along with soft copy of the award by the Central Government on 19.12.2024.

[No. L-42025/07/2024-223- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.**

ID No.77/2018

Registered On:-12.11.2018

Jasvir Singh S/o Sh. Rulda Singh R/o VPO Jarg, Tehsil Payal, Distt. Ludhiana (Punjab).

.....Workman

Versus

1. The General Manager, Telecom, Sangrur.
2. The D.E.T. Telephone Exchange Sangrur, Punjab.
3. Sub Divisional Engineer/ SDO Telecom Snagrur, Punjab.
4. Junior Telecom Officer, Sangrur, Punjab.
5. M/s Amiruddin Automobile Service, Shop No.11, Welcome Palace, Anoop Shahar Road Jamalpur, Aligarh (U.P.)-202001.

.....Respondents

AWARD**Passed On:- 03.12.2024**

1. The workman Sh. Jasvir Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for filing replication by Workman.
3. Since the Ld. Counsel of Workman has withdrawn the present case, therefore there is no need to proceed the case further. Hence the present case is dismissed as withdrawn. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B. K. GAUTAM, Presiding Officer

नई दिल्ली, 19 दिसम्बर, 2024

का.आ. 2267.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार, संगरूर; डी.ई.टी. टेलीफोन एक्सचेंज संगरूर, पंजाब; उप मंडल इंजीनियर/एसडीओ दूरसंचार, संगरूर, पंजाब; कनिष्ठ दूरसंचार अधिकारी, संगरूर, पंजाब; मेसर्स अमीरुद्दीन ऑटोमोबाइल सर्विस, अलीगढ़ (यू.पी.), के प्रबंधन के संबंधित नियोजकों और श्री गुरप्रीत सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-1, चंडीगढ़, पंचाट(संदर्भ संख्या 78/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.12.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-224- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th December, 2024

S.O. 2267.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/2018) of the **Central Government Industrial Tribunal cum Labour Court -1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Telecom, Sangrur ; The D.E.T. Telephone Exchange Sangrur, Punjab ; Sub Divisional Engineer/ SDO Telecom Snagrur, Punjab ; Junior Telecom Officer, Sangrur, Punjab ; M/s Amiruddin Automobile Service, Aligarh (U.P.), and Shri Gurpreet Singh, Worker**, which was received along with soft copy of the award by the Central Government on 19.12.2024.

[No. L-42025/07/2024-224- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.

ID No.78/2018

Registered On:-12.11.2018

Gurpreet Singh S/o Sh. Darshan Singh R/o Village. Alipur P.O.

Amargarh, Tehsil Malerkotla, Distt. Sangrur (Punjab).

.....Workman

Versus

1. The General Manager, Telecom, Sangrur.
2. The D.E.T. Telephone Exchange Sangrur, Punjab.
3. Sub Divisional Engineer/ SDO Telecom Snagrur, Punjab.
4. Junior Telecom Officer, Sangrur, Punjab.
5. M/s Amiruddin Automobile Service, Shop No.11, Welcome Palace, Anoop Shahar Road Jamalpur, Aligarh (U.P.)-202001.

.....Respondents

AWARD

Passed On:- 03.12.2024

1. The workman Sh. Gurpreet Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for filing replication by Workman.
3. Since the Ld. Counsel of Workman has withdrawn the present case, therefore there is no need to proceed the case further. Hence the present case is dismissed as withdrawn. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B. K. GAUTAM, Presiding Officer

नई दिल्ली, 19 दिसम्बर, 2024

का.आ. 2268.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय पुरातत्व सर्वेक्षण, गुवाहाटी सर्किल, प्रबंधन के संबद्ध नियोजकों और, श्री इंद्रजीत शर्मा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, गुवाहाटी पंचाट(संदर्भ संख्या आईडी नंबर 11 of 2020), को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.12.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-219- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th December, 2024

S.O. 2268.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID. No. 11 of 2020), of the Central Government Industrial Tribunal cum Labour Court, Guwahati as shown in the Annexure, in the Industrial dispute between the employers

in relation to **Archeological Survey of India, Guwahati Circle, and Shri Indrajit Sarma, Worker**, which was received along with soft copy of the award by the Central Government on 18.12.2024,

[No. L-42025/07/2024-219- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, GUWAHATI

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer / Link Officer,
C.G.I.T-cum-L.C., Guwahati.

REFERENCE CASE NO. 11 OF 2020

PARTIES: Indrajit Sarma.

Vs.

Management of Archeological Survey of India, Guwahati Circle.

REPRESENTATIVES:

For the Workman: Mr. Indrajit Sarma (in person).

For the Management of ASI: Dr. N.K. Swain (for Superintending Archeologist, Guwahati).

INDUSTRY: Archeological Survey of India (Ministry of Culture).

STATE: Assam.

DATED: 25.10.2024.

A W A R D

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Guwahati, vide its Order **No. F. G/R. 8(05)/2020-Dy.CLC(C)/ID** dated 19.10.2020 has been pleased to refer the following dispute between the employer, that is the Management of Archeological Survey of India, Guwahati Circle and Indrajit Sarma, their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Archeological Survey of India, Guwahati Circle, 5th Floor, West End Building, Housefed, Beltola – Basistha Road, Guwahati 781006 (a) in terminating the services of Sh. Indrajit Sarma, Workman, C/o Ramesh Ch. Sarma, H. No -02 Bishnu Rabha Path, Behind Dona Residency, Chachal, Six Mile, Guwahati 781022 w.e.f. 20.05.2020 is justified without complying the provision of Sec. 25F of the I.D Act, 1947? (b) Whether the demand of the workman for non-payment of wages during February to May, 2020 is justified? If not, what relief Sh. Indrajit Sarma, Workman, Guwahati is entitled to?”

1. On receiving Order **No. F. G/R. 8(05)/2020-Dy.CLC(C)/ID** dated 19.10.2020 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour, Government of India, for adjudication of the dispute, **Reference case No. 11 of 2020** was registered on 22.10.2020 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

2. By order dated 22.12.2020, the Tribunal, on the basis of an objection raised by the workman, passed an ordered that the management shall not engage any advocate in this matter. Indrajit Sarma, the aggrieved workman filed a claim statement on 25.11.2020, disclosing that he is working under the Archeological Survey of India, Guwahati Circle (hereinafter referred to as ASI) from 03.11.2024 as a skilled casual worker on consolidated pay. He discharged work of various nature in the office of the Superintending Archeologist, ASI on verbal and written order issued from time to time. A few of which has been produced by him and admitted in evidence as Exhibit 1A, 1B and 8A to 8J. On 19.05.2020 when the workman approached the Superintending Archeologist, ASI for payment of his pending salary for the month of February, 2020, he was verbally informed that his engagement in the office of ASI will not be continued further and cited some administrative reasons. On 26.05.2020, once again he requested the Head of the Office for reconsidering the decision of his disengagement from service but no heed was paid and the concerned authority terminated his service during the period of widespread pandemic, COVID-19. According to the

workman he has not received the salary from February, 2020 to May, 2020. For the last time he received his consolidated pay of Rs. 18,000/- (Rupees eighteen thousand only) for month of January, 2020. According to the workman the management has violated the provision of Labour Law of retrenchment provided under Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as the I.D. Act, 1947), which provides that no workman employed who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until – (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment; (b) the workman has been paid wages for the notice period in lieu of Notice; (c) the workman has been paid the retrenchment compensation. It is the case of the workman that the management is liable to pay him retrenchment compensation and reinstate him in service along with back wages. The workman inter-alia contended that due to sudden termination from service without any prior notice he is facing financial distress and mental agony. The workman has also claimed for bonus under Section 8 of the Payment of Bonus Act, 1965 for the entire period of his service. The workman lodged a complaint before the Deputy Central Labour Commissioner (Central), Guwahati on 14.06.2020 and the matter for conciliation was fixed on four dates but management representative remained absent on three dates, resulting in its failure. On reference being made the workman has prayed for necessary relief as per law.

3. The management of ASI, Guwahati Circle contested the Industrial Dispute by filing their written statement / counter affidavit on 19.01.2021 through the Superintending Archeologist, ASI. The first and foremost objection raised by Archeological Survey of India is that it is neither an industry nor an industrial establishment, so the provisions of the I.D. Act, 1947 does not apply to it. According to the employer establishment, the Archeological Survey of India looks after the centrally protected monuments of National importance, spread over the entire length and breadth of the country and the I.D. Act, 1947 does not apply to the employees or the daily waged casual workers engaged on muster rolls. Citing the decision of the Central Government Industrial Tribunal -cum- Labour Court (hereinafter referred to as the CGIT-cum-LC), Jaipur in the matter of **Bhagirath Sharma S/o Radheshyam Sharma Vs. Superintending Archaeologist, Archaeological Survey of India, Jaipur Circle [CGIT/B-18/97]**, it is contended that the I.D. Act, 1947 is not attracted to the Archeological Survey of India and urged that the present dispute raised by the claimant is liable to be dismissed.

4. Responding to the factual matrix of the case, it is submitted that the applicant was engaged by ASI as a casual worker on daily wages and his name appeared in the muster roll, prepared up to May, 2017. The applicant was thereafter engaged on a consolidated monthly remuneration, purely on need basis at different period, on the availability of the funds with ASI. No letter of engagement was issued to the workman. The payment was made to him by issuing hand receipts from time to time, as per their period of engagement. It is further stated that the applicant worked at ASI from 2014 to January, 2020 for which the payment has already been made and there is no outstanding due payable to the workman. It is the specific case of the employer establishment that since no letter of engagement was ever issued, the applicant was verbally informed about his disengagement in January, 2020, as there was no requirement of work. The employer establishment urged that ASI has paid all the dues to the workman till January, 2020, prior to his disengagement and no employer – employee relationship exists between the establishment and applicant. It is contended that the Industrial Dispute raised by the petitioner is not maintainable and the same is liable to be dismissed in law and fact.

5. The points for consideration before this Tribunal are (a) whether the I.D. Act, 1947 is applicable to the present case involving ASI, (b) whether the action of the management of ASI, in terminating the services of Indrajit Sarma, the workman w.e.f. 20.05.2020 is justified without complying the provisions of Section 25-F of the I.D. Act, 1947, and (c) whether the demand of the workman for payment of wages from February, 2020 to May, 2020 is justified. If not, what relief the workman is entitled to.

6. In order to substantiate his case Indrajit Sarma has filed an affidavit-in-chief along with some documents. In his affidavit-in-chief he has stated that he worked at ASI from 03.11.2014, as a skilled casual worker on consolidated pay. In support of his claim, he has placed Experience Certificate dated 14.05.2018 and 19.11.2019 which have been admitted in evidence as Exhibit 1A and 1B. It is also stated by him that ASI does not have any special law or Act governing the casual workers in their establishment. Thus, in absence of any exclusive Act or Law for governing casual workers of ASI, the I.D. Act, 1947 would apply to him. In support of his contention the workman placed reliance upon a judgement of the Hon'ble High Court of Allahabad in the Writ (C) No. 20486 of 2013, which held that the Garden / Horticulture department of the Archeological Survey of India is an industry. The workman asserted in his affidavit-in-chief that during his period of continuous work from 03.11.2014 to 19.05.2020, he discharged various types of work in the office of the Superintending Archeologist, ASI, as per verbal and written orders of the Head of the Office. Copies of which have been produced and exhibited in the evidence as Exhibit 8A to 8J. It is claimed that the nature of work performed by him qualifies the test of industrial activity and the dispute raised by him would be governed by the I.D. Act, 1947. On 19.05.2020 when he approached the Head of the Office at ASI for his salary for the month of February, 2020, he was verbally informed about his disengagement, citing administrative reasons. The workman alleged that there has been gross violation of provisions of Section 25-F of the I.D. Act, 1947, by terminating him without Notice. The workman prayed for payment of his unpaid wages @ Rs. 18,000/- per month from February, 2020 to May, 2020, retrenchment compensation and reinstatement in service with back

wages. The workman also claimed that he is entitled to Bonus under Section 8 of the Payment of Bonus Act, 1965 for the entire period.

7. In course of his cross-examination by ASI the workman witness admitted that he was a casual employee of ASI and his name was maintained in the muster roll from 11/2014 to May, 2017, thereafter he was engaged on consolidated pay per month. The workman also admitted that no formal letter of appointment was issued to him and denied that his job was terminated due to non-approval by the Competent Authority or that he is not entitled to the Bonus. In course of his evidence of the workman, the material document which have been admitted in the evidence are as follows :

- (i) Copy of the work experience certificates dated 14.05.2018 and 19.11.2019 issued by the Superintending Archeologist, ASI in favour of Indrajit Sarma have been produced as Exhibit - 1A and 1B respectively.
- (ii) Copy of the office orders passed by the Superintending Archeologist, ASI, allotting work to is and other have been produced as Exhibit - 8A to 8J.
- (iii) Copy of the Bank Account statement of the workman with the State Bank of India, Guwahati, showing credit of consolidated pay to his account by ASI, as Exhibit – 11.
- (iv) Copy of the application submitted by three skilled casual workers to the Regional Labour Commissioner (Central), Guwahati, disputing their discontinuation of service with ASI, as Exhibit – 15.
- (v) Copies of the four minutes of meetings held by the Regional Labour Commissioner (Central), Guwahati dated 24.08.2020, 10.09.2020, 23.09.2020 and 13.10.2020 have been produced as Exhibit – 16A, 16B, 16C and 16D respectively.
- (vi) Copy of the application dated 15.10.2020 submitted by the workman addressed to the Labour Enforcement Officer (Central), Guwahati, praying for initiating action for payment of pending salaries, as Exhibit -17.
- (vii) Copy of the letter date 15.10.2020 issued by Labour Enforcement Officer (Central) addressed to the Superintending Archeologist, ASI for his explanation regarding non-payment of salaries from February, 2020 to May, 2020, as Exhibit – 18.

8. The workman was recalled for re-examination on 19.12.2022 and proved Attendance Register, maintained by ASI in respect of casual workers. Facsimile signatures on the Register for the month of February, 2020, March, 2020 and May, 2020 up to 19.05.2020 were identified. The Attendance Register was collectively marked as Exhibit W-19. A copy of the Note Sheet regarding Sanction Order for payment of remuneration to casual workers for the month of February, 2020 has been produced as Exhibit W-20. Cross-examination of the workman's witness was declined and no objection was raised against admission of the documents which has been produced by the management of ASI.

9. In support of their contention ASI has examined Dr. N. K. Swain, Superintending Archeologist attached to the ASI as Management Witness - 1. An affidavit-in-chief has been filed on 18.01.2023, stating that the claim of the workman is not maintainable as Archeological Survey of India is not an industry nor industrial establishment undertaking to attract the provisions of the I.D. Act, 1947. Further assertion of ASI is that the workman was engaged as a casual worker on daily wages and he was in the muster rolls prepared up to May, 2017. He was engaged at different period for work between 2014 to January, 2020. According to the management witness payment has been made to the applicant on issuing hand receipts from time to time as per the period of his engagement. The work rendered by the workman was need based and on availability of fund with ASI. Their specific case is that the workman was disengaged after January, 2020 and no work was assigned to him. It is admitted that Indrajit Sarma was engaged with ASI on 03.11.2014 as daily waged worker and his attendance was recorded in the muster roll up to May, 2017. Thereafter he was engaged on consolidated pay from June, 2017. As no sanction was accorded by the Competent Authority from February, 2020 no further payment could be made and the services of the workman was discontinued. It is the case of the management of ASI that due to lockdown imposed from 24.03.2020, no further sanction was accorded thereafter w.e.f. 01.02.2020. In his examination-in-chief the management witness deposed that Indrajit Sarma was engaged as a skilled casual labour at ASI, directly by the Superintending Archeologist, ASI and he continued to serve till June, 2017. The witness further deposed that thereafter from July, 2017 to January, 2020 he was engaged as a casual labour on consolidated pay. The witness admitted that no Notice of termination or discontinuation was issued by the management. Copy of the Sanctioned order for engagement of Indrajit Sarma, Bishaya Roy and Arsabhanta Singh for the month of January, 2020 has been produced as Exhibit M-1 and Order dated 28.02.2020 a proposal for sanction of remuneration of the said three casual workers on consolidated remuneration of Rs. 18,000/- per month for February, 2020, which was not sanctioned by the authority in March, 2020, as Exhibit M-2.

10. In course of cross-examination the management witness conceded the fact that Indrajit Sarma was engaged at ASI from 03.11.2014 to 31.01.2020 and went further to state that it was not possible for him to state the period of absence of the workman from duty during the said period. The workman also admitted that a Certificate dated 19.11.2019 was issued by Mr. K. Amarnath Ramakrishna, Superintending Archeologist, Head of the Office, which has been marked as Exhibit 1B, wherein it has been certified that Indrajit Sarma was engaged on purely temporary basis on consolidated pay from 03.11.2014 and he rendered different types of work stated therein. The witness deposed that the Note Sheets from 18.02.2020 to 14.05.2020 bear the signature of Indrajit Sarma as well as signature of the Competent Authority, who approved the same. The Note Sheets consisting of eight sheets have been produced as Exhibit M-3. On a perusal of Note Sheets dated 18.02.2020, 24.02.2020, 04.03.2020, 06.03.2020, 11.03.2020, 16.03.2020, 18.03.2020, 19.03.2020, 05.05.2020, 12.05.2020, 14.05.2020 and 18.05.2020 bearing the signatures of Indrajit Sarma, suggest that he had participated and was engaged in the work of the employer, even in the month of February, 2020, March, 2020 and May, 2020. The witness in his cross-examination stated that the proposal for sanction in respect of continuation of work for February, 2020 was placed before the Competent Authority in March, 2020 and disclosed that no prior Notice of Termination from service under Section 25-F of the I.D. Act, 1947 was issued to the workman and no retrenchment compensation was paid to him.

11. It is to be borne in mind that an order under Section 36 (4) of the I.D. Act, 1947 was passed by the Tribunal on 22.12.2020, directing that the management shall not engage any advocate in this proceeding as the workman has not engaged any advocate and raised objection to the engagement of any lawyer by the management.

12. Indrajit Sarma, the aggrieved workman in person argued that his case is well within the bounds of Industrial Dispute act and having served at ASI, continuously from 03.11.2014 till 19.05.2020, the management committed illegality by terminating his service without any prior Notice and thereby is liable to pay him the wages for the month from February, 2020 to May, 2020 and also pay the retrenchment compensation as no notice of retrenchment was issued to him. The workman further submitted that though he has claimed for his reinstatement in service he is not pressing upon such claim to work under the establishment of ASI in the capacity of a casual worker. The other claim of the workman is that an Experience Certificate covering the whole period of his service may be issued by ASI.

13. Dr. N. K. Swain, Superintending Archeologist, who is the authorized representative of ASI argued that the workman is not entitled to any relief for payment of wages for the period from February, 2020 to May, 2020, as continuation of his service was not approved by the Competent Authority and the proposal for continuation of his service for the month of February, 2020 was not sanctioned. No argument was advanced in the matter of non-application of the I.D. Act, 1947 in the present case.

14. I have considered the rival contention of the parties in the light of facts and circumstances of the case, their pleadings, evidences and arguments advanced.

15. Before considering the merit of the case on factual aspects, it is necessary to advert to the objection raised by the ASI in their pleading and affidavit-in-chief relating to the non-application of I.D. Act, 1947 to the Archeological Survey of India, which is a Central Government Organization, established for protecting monuments of national importance spread over the entire length and breadth of the country. In support of such contention ASI placed reliance upon the case of **Bhagirath Sharma S/o Radheshyam Sharma Vs. Superintending Archaeologist, Archaeological Survey of India, Jaipur Circle [CGIT/B-18/97]**, where the CGIT-cum-LC, Jaipur held that Archeological Survey of India does not attract I.D. Act, 1947. In order to meet this assertion, it would be worthwhile to consider the judgement of the Hon'ble Supreme Court of India in the case of **Bangalore Water-Supply & Sewerage Board, Etc. Vs. R. Rajappa & Others [(1978) 2 SCC 213]** where a seven Judges Bench laid down a comprehensive guideline for courts while interpreting 'industry', where there existed a unanimous viewpoint that sovereign functions strictly understood alone qualify for exemption. It was observed by the Hon'ble Supreme Court of India as follows:

"..... I would also like to make a few observations about the so-called "sovereign" functions which have been placed outside the field of industry. I do not feel happy about the use of the term "sovereign" here. I think that the term 'sovereign' should be reserved, technically and more correctly, for the sphere of ultimate decisions. Sovereignty operates on a sovereign plane of its own as I suggested in Kesavananda Bharati Sripadagalvaru case - supported by a quotation from Ernest Barker's Social and Political Theory. Again, the term "Regal", from which the term "sovereign" functions appear to be derived, seems to be a misfit in a Republic where the citizen shares the political sovereignty in which he has even a legal share, however small, inasmuch as he exercises the right to vote. What is meant by the use of the term "sovereign", in relation to the activities of the State, is more accurately brought out by using the term "governmental" functions although there are difficulties here also inasmuch as the Government has entered largely new fields of industry. Therefore, only those services which are governed by separate rules and constitutional provisions, such as Articles 310 and 311 should, strictly speaking, be excluded from the sphere of industry by necessary implication."

16. In the case of **Chief Conservator of Forests v. Jagannath Maruti Kondhare [(1996) 2 SCC 293]** the Hon'ble Supreme Court of India held that :

“ in the aforesaid case according to which except the strictly understood sovereign function, welfare activities of the State would come within the purview of the definition of industry; and, not only this, even within the wider circle of sovereign function, there may be an inner circle encompassing some units which could be considered as 'industry' if substantially severable.”

17. It would be rewarding to refer to the law laid down by the Hon'ble Supreme Court of India in the case of **Agricultural Produce Market Committee v. Ashok Harikuni**, [(2000) 8 SCC 61], wherein it was held that :

“ every governmental function need not be “sovereign”. State activities are multifarious. From the primal sovereign power, which exclusively inalienably could be exercised by the Sovereign alone, which is not subject to challenge in any civil court to all the welfare activities, which would be undertaken by any private person. So merely one is employee of statutory bodies would not take it outside the Central Act. If that be then Section 2(a) of the Central Act read with Schedule I gives large number of statutory bodies should have been excluded, which is not. Even if a statute confers on any statutory body, any function which could be construed to be “sovereign” in nature would not mean every other function under the same statute to be also sovereign. The court should examine the statute to sever one from the other by comprehensively examining various provisions of that statute. In interpreting any statute to find it is “industry” or not we have to find its pith and substance. The Central Act is enacted to maintain harmony between employer and employee which brings peace and amity in its functioning. This peace and amity should be the objective in the functioning of all enterprises. This is to the benefit of both, employer and employee. Misuse of rights and obligations by either or stretching it beyond permissible limits have to be dealt with within the frame work of the law but endeavor should not be in all circumstances to exclude any enterprise from its ambit. That is why courts have been defining “industry” in the widest permissible limits and “sovereign” functioning within its limited orbit.”

18. The Hon'ble High Court of Allahabad in the case of **Union of India v. Surendra Singh Rashtriya Adhayaksha** [2019 SCC OnLine All 4671], dealt with a similar issue wherein services of 41 workmen employed in Garden branch of Archeological Survey of India were terminated without complying with Section 25-F of I.D. Act, 1947. In the said case it was contended that organization is not an industry and none of the workmen had completed 240 days continuous service in a calendar year. The Hon'ble court while declaring the Petitioner organization to be an industry under Section 2(j) of the I.D. Act observed that whether Garden/Horticulture Department of the Archeological Survey of India falls within the definition of “Industry” as defined in Section 2(j) of the Act, the Supreme Court in the case of A Rajappa (supra) has held as under:

“Where there is (i) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical), and (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to ceestial bliss e.g. making on a large scale Prasad or food), prima facie, there is an ‘industry’ in that enterprise.”

19. The Hon'ble High Court of Delhi in the case of **Archaeological Survey of India Vs. Presiding Officer, CGIT and Others** [W.P.(C) 8154/2005 and C.M. No. 5958/2005], relying upon the decision of the Hon'ble High Court of Allahabad in the case of **Union of India v. Surendra Singh Rashtriya Adhayaksha (Supra.)**, concluded that the petitioner satisfies the requisites of an industry as per Section 2(j) of the I.D. Act, 1947. The functions that were performed by workers of Archeological Survey of India such as maintenance of gardens, removal of vegetation, repair works in ancient monuments etc. cannot be said to be the sole function of government. It can be performed by an external agency other than the Government which need not to be an instrumentality of state, and hence cannot be termed as sovereign functions. The decision of the CGIT-cum-LC, Jaipur in the case of **Bhagirath Sharma S/o Radheshyam Sharma (Supra.)** relied by the respondent establishment was overruled in that said case.

20. Considering the nature of work rendered by the workman at ASI and the purpose for which the person was employed by ASI from 03.11.2014, it would appear from Exhibit 1A and 1B, Certificates dated 14.05.2018 and 19.11.2019 issued by the Superintending Archaeologist, ASI that Indrajit Sarma was working as a skilled casual worker on consolidated pay on temporary basis and he has assisted in Technical and Monument Sections for putting up various files regarding different issues. Beside these he also attended documentation work, report writing, participated in exhibitions and workshops organized by the office. In Exhibit 8A to 8J, which are office orders issued by the Head of the Office from time to time, it transpires that the workman attended workshop at the Indian Institute of Technology (IIT), Guwahati for use of Global Positioning System (GPS) in preparation of Contour and its use in Geographic Information System (GIS). He was engaged at Dimapur, Nagaland for smooth compilation of competitions at inaugural function and workshop on 20.11.2016, to participate in the World Heritage Week celebration and to submit report to the office regarding participating of candidates in the penal discussion, to set up exhibition in North-East Expo at Annual Cultural Festival at IIT, Guwahati organized awareness programme on the fundamental duties of citizen, to organize a programme for celebration of International Museum Day. For execution of work and survey of Manipur Memorial at Shillong, Meghalaya, to make arrangement for setting up exhibition in the Arya Vidyapeeth College, Guwahati as a part of year-long Diamond Jubilee celebration. For conducting archeological exploration from village to village at Ribhoi District and Saipung areas of West Jaintia Hills of Meghalaya. It would appear from such Office Order that concerned workman was deployed to perform multifarious

work which satisfies the triple test (i) systemic activity, (ii) organized by co-operation between employer and employee, (iii) production, supply or distribution of goods or services with a view to satisfy human wants or wishes. It cannot be said that the work assigned to the workman were sovereign work of the state. Under the facts and circumstances and legal principles laid down in the referred decisions, I hold that the activities in which Indrajit Sarma was engaged by ASI qualify the test of 'industry' and I hold that the I.D. Act, 1947 is applicable in the matter of dispute raised by the workman.

21. The workman has claimed that he performed continuous service under ASI from 03.11.2014 as a skilled casual worker up to 19.05.2020. The workman has not been paid his wages from February, 2020 and that on 19.05.2020 he was verbally informed by the management of ASI that he would not be paid the salary from February, 2020 and was disengaged from his employment. It is Undisputed that the workman has received his consolidated pay up to the month of January, 2020. The management witness in his cross-examination has stated that the period of engagement of Indrajit Sarma at the office of ASI was from 03.11.2014 to 31.01.2020 and it was not possible for him to state the period of absence of the workman from duty during the said period. The workman claims to have performed continuous service for ASI during the said period. Since management did not prove to the contrary, a presumption would arise in favour of the workman that he rendered continuous service to ASI for the entire period. It is also admitted by the management witness that no Notice of termination or disengagement of service was issued to Indrajit Sarma. It therefore transpires from the factual materials of this case that the workman who had been in continuous service for not less than one year and to be more specific from 03.11.2014 to May, 2020 under ASI was retrenched by the employer without any Notice, in writing, indicating the reason for retrenchment and no compensation for retrenchment was paid to the workman.

22. It may be gathered from the definition of "retrenchment" provided in Section 2 (oo) of the I.D. Act, 1947 that :

"retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include -

- (a) *voluntary retirement of the workman; or*
- (b) *retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or*
- (bb) *termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or*
- (c) *termination of the service of a workman on the ground of continued ill-health. "*

In the instant case we find that the termination of workman was not for any punishment inflicted upon him.

23. Section 25-F of the I.D. Act, 1947 lays down the conditions precedent to retrenchment of workmen :

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette. "*

24. Applying the facts to the legal provisions of retrenchment, I hold that the workman is entitled to the retrenchment benefit, which is an amount equivalent to one month's pay in lieu of Notice. He is also entitled to the payment of retrenchment compensation, which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months. It is appropriate to point out that the workman worked as a skilled casual labour from 03.11.2014 to May, 2017 on daily wages and from June, 2017 to 19.05.2020 on consolidated pay, except for the month of April, 2020. Therefore, he is entitled to retrenchment compensation for every completed year of continuous service or any part thereof in excess of six months for the entire period. From the Note Sheet dated 28.02.2020 (Exhibit W-20), which has been produced by the management, it appears that a proposal was placed before the Competent Authority for payment of remuneration the workman for the month of February, 2020 but the proposal was regretted by the Competent Authority only on 03.03.2020 i.e., after ASI availed the service of the workman. It also appears from the Attendance Sheets for the month of February, 2020, March, 2020, April, 2020 and May, 2020 that Indrajit Sarma had attended his work in the month of February, 2020, March, 2020

and up to 19.05.2020 in May, 2020. The Attendance Sheets maintained at ASI has been produced at the instance of the workman and has been collectively marked as Exhibit W-19. From the documents produced before the Tribunal there is no qualm that the workman has continued his service in February, 2020, March, 2020 and May, 2020 at ASI. No Notice, in writing, was issued to the workman to inform him about his disengagement from service. Therefore, I find and hold that Indrajit Sarma is entitled to a consolidated pay of Rs. 18,000/- per month for month of February, 2020, March, 2020 and up to 19.05.2020 in May, 2020. He cannot be denied of his entitlement only for the reason that the Competent Authority did not accord post facto sanction to the proposal for sanction. ASI should have informed the workman that his service was not required and a prior Notice ought to have been given to him.

25. The workman has also laid claim for payment of Bonus for the entire period of service from 11/2014 to May, 2020 as per provision of Section 8 of the Payment of Bonus Act, 1965. The management raised objection contending that a casual labour is eligible to ad-hoc bonus if he or she worked for at least two hundred six days in offices following five days a week in each year for three or more years. It is the case of the management that the workman did not fulfill the criteria up to May, 2017, as he was working as a casual labour on muster roll and thereafter, he was paid a lumpsum under consolidated pay. From the objection raised by the management it is evident that no Bonus was paid to the workman at any point of time and the claim for Bonus has not been admitted. On traversing the provisions of Payment of Bonus Act, 1965, it appears to me that same is not applicable to ASI. The Ministry of Finance, the Govt. of India by Office Memorandum bearing F. No. 7/22/2008 E-III(A) dated 26.10.2015 issued an order authorizing payment of a Non-Productivity Linked Bonus (Ad-hoc Bonus) amounting to 30 days' emoluments to the eligible central government employees, not covered by Productivity Linked Bonus Scheme. The petitioner having performed continuous work at ASI, as a casual skilled worker has fulfilled the requirement of performing at least two hundred six days in office of ASI, which follows five days a week in each year is therefore entitled to Ad-hoc Bonus at the prevailing rate during the period of his work.

26. The petitioner was a casual temporary workman and was not appointed or engaged against any sanctioned substantial post following any recognized selection process, therefore he is not entitled to be reinstated in service nor back wages. Mr. Indrajit Sarma himself has foregone his claim for reinstatement and no relief can be granted to him on such claim.

27. The workman having spent several years in association with ASI has claimed for issuance of experience certificate to the workman Indrajit Sarma. There is no adverse report against the workman, whose service has been utilized by ASI during the period. Under such circumstance it would be appropriate on the part of the authority to issue an experience certificate for the period from 03.11.2014 to 19.05.2020 along with his salary for the month of February, 2020, March, 2020 and May, 2020, commensurating with his attendance. The management of ASI is also directed to pay the retrenchment benefit to the workman within one month from the date of communication of the Award. The Industrial Dispute is decided in favour of Indrajit Sarma, against ASI on contest.

Hence,

ORDERED

that the Industrial Dispute is decided in favour of Indrajit Sarma, on contest against the Archeological Survey of India, Guwahati Circle on contest without cost.

The Superintending Archeologist, the Archeological Survey of India, Guwahati Circle is directed to pay the consolidated monetary remuneration of Rs. 18,000/- per month to the workman for the month of February, 2020, March, 2020 and May, 2020, commensurating with his attendance. The Archeological Survey of India, Guwahati Circle is further directed to pay the retrenchment benefit of one month's pay for the notice period and retrenchment compensation equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months from 03.11.2014 to 19.05.2020 and bonus as per rules / notification and issue an Experience Certificate to the workman for the service rendered by him to Archeological Survey of India, Guwahati Circle.

Let an Award be drawn up in the light of above discussion. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 19 दिसम्बर, 2024

का.आ. 2269.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय पुरातत्व सर्वेक्षण, गुवाहाटी सर्किल, प्रबंधतंत्र के संबद्ध नियोजकों और, श्रीमती बिशया रॉय, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, गुवाहाटी पंचाट(संदर्भ संख्या आईडी नंबर

12 of 2020), को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.12.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-218- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th December, 2024

S.O. 2269.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. ID. No. 12 of 2020**), of the **Central Government Industrial Tribunal cum Labour Court, Guwahati** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Archeological Survey of India, Guwahati Circle, and Smt. Bishaya Roy, Worker**, which was received along with soft copy of the award by the Central Government on 18.12.2024,

[No. L-42025/07/2024-218- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, GUWAHATI

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer / Link Officer,
C.G.I.T-cum-L.C., Guwahati.

REFERENCE CASE NO. 12 OF 2020

PARTIES: Bishaya Roy.

Vs.

Management of Archeological Survey of India, Guwahati Circle.

REPRESENTATIVES:

For the Employee: Mrs. Bishaya Roy (in person).

For the Management of ASI: Dr. N.K. Swain (for Superintending Archeologist, Guwahati).

INDUSTRY: Archeological Survey of India (Ministry of Culture).

STATE: Assam.

DATED: 28.10.2024.

A W A R D

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Guwahati, vide its Order **No. F. G/R. 8(06)/2020-Dy.CLC(C)/ID** dated 19.10.2020 has been pleased to refer the following dispute between the employer, that is the Management of Archeological Survey of India, Guwahati Circle and Mrs. Bishaya Roy, their employee for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Archeological Survey of India, Guwahati Circle, 5th Floor, West End Building, Housefed, Beltola – Basistha Road, Guwahati 781006 (a) in terminating the services of Smt. Bishaya Roy, Workman, C/o Sh. Tapan Sarkar, H. No -16, 3rd Bye Lane (Right Side), 4th AP Bn. Gate, Lutuma, Binowanagar, Guwahati – 781018 w.e.f. 27.05.2020 is justified without complying the provision of Sec. 25F of the I.D Act, 1947? (b) Whether the demand of the workman for non-payment of wages during February to May, 2020 is justified? If not, what relief Smt. Bishaya Roy, Workman, Guwahati is entitled to?”

1. On receiving Order **No. F. G/R. 8(06)/2020-Dy.CLC(C)/ID** dated 19.10.2020 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour, Government of India, for adjudication of the dispute, **Reference case No. 12 of 2020** was registered on 22.10.2020 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.
2. A Corrigendum dated 11.11.2020 was issued by the Deputy Central Labour Commissioner (Central), Guwahati, whereby the name of the employee was corrected. By order dated 22.10.2020 the Tribunal directed that the management shall not engage any advocate in this case since the employee herself did not engage any advocate and raised an objection in the matter of engagement of advocate by the management. Dr. N. K. Swain, Superintending Archeologist represented the management of the Archeological Survey of India, Guwahati Circle (hereinafter referred to as ASI).
3. Claim Statement was filed by Bishaya Roy, the aggrieved employee on 25.11.2020 and a copy of the same was served upon the representative of ASI. Brief fact of the employee, as delineated in her claim statement is that she started working in ASI from 16.06.2014 as a skilled casual worker on consolidated pay and discharged various work at the office of Superintending Archeologist, ASI, as per verbal and written order of the Head of the Office. She was primarily engaged in the Works Section of ASI to carry out various work relating to typing of official documents, maintain budget and expenditure records, billing, etc. She rendered continuous service under ASI from 16.06.2014 till 19.05.2020. on 19.05.2020 she enquired from the Head of the Office of ASI regarding payment of pending salaries from the month of February, 2020 and was informed that the office was under constraints regarding payment of pending salaries and the matter remained unsettled. Bishaya Roy continued to work till 26.05.2020 and approaching the Head of the Office he refused to pay the pending salaries. It is contended in the claim statement that without any Notice of termination, the management discontinued the employment, violating the terms and condition precedent to retrenchment of workman as provided under Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as the ID Act, 1947). It is claimed that the management of ASI has not paid her the salaries from the month of February, 2020 and she is entitled to her consolidated pay for the month of February, 2020, March, 2020 and May, 2020 up to 26.05.2020 and retrenchment compensation. She also prayed for her reinstatement in service with back wages. The employee further claimed that during her continuous service for more than five years no bonus had been paid to her according to Section 8 of the Payment of Bonus Act, 1965. It is disclosed that due to such unfair labour practice the employee along with co-employees lodged a complaint before the Deputy Central Labour Commissioner (Central), Guwahati on 14.06.2020. Conciliation proceeding was held on four dates i.e. 24.08.2020, 10.09.2020, 23.09.2020 and 13.10.2020 but the representative of the management remained absent on three occasions. There was failure of conciliation giving rise to this Industrial Dispute.
4. The management of ASI contested the Industrial Dispute by filing their written statement on 19.01.2021. It is contended in the written statement that the Archeological Survey of India looks after the centrally protected monuments of National importance spread over the entire length and breadth of the country. It is neither an industry nor an industrial establishment. It is claimed that the ID Act, 1947 does not apply to the employees of Archeological Survey of India. In support of such claim the respondent / opposite party relied upon a decision in the case of **Bhagirath Sharma S/o Radheshyam Sharma Vs. Superintending Archaeologist, Archaeological Survey of India, Jaipur Circle [CGIT/B-18/97]**, where the CGIT-cum-LC, Jaipur held that the Archeological Survey of India does not attract the ID Act, 1947. Therefore, ASI contended that the matter deserves to be dismissed outright.
5. The second contention of the management of ASI is that the petitioner was engaged as a daily wage casual worker on muster roll of the establishment up to May, 2017. The engagement was need based and no letter of engagement was issued to her. The petitioner was thereafter engaged on consolidated remuneration from June, 2017. Payment of remuneration was made by issuing hand receipts. It is asserted that all the payments have been made to the petitioner for the period from 2014 to January, 2020. She was verbally intimated for her disengagement in January, 2020, as there was no requirement of work. It is asserted that ASI did not violate any provisions of the ID Act, 1947. The employee is neither entitled to any arrear pay, retrenchment benefit, nor any bonus as she had been working as a casual worker. It is contended that an employee is entitled to bonus only if she worked for at least two hundred six days (206) in offices following five days a week in each year for three or more years as on 31st March of the relevant financial year. The management urged that the petitioner / employee is not entitled to any relief and the present case is liable to be dismissed.
6. The moot points for consideration before the Tribunal are (a) whether the ID Act, 1947 is applicable to the present case involving ASI, Guwahati Circle, (b) whether the action of the management of ASI, Guwahati Circle, in terminating the services of Bishaya Roy, the employee w.e.f. 27.05.2020 is justified without complying the provisions of Section 25-F of the ID Act, 1947, and (c) whether the demand of the employee for payment of wages from February, 2020 to May, 2020 is and retrenchment benefit is justified. If not, what relief the employee is entitled to.
7. The terminated employee in support of her case filed an affidavit-in-chief reiterating the facts stated in the claim petition. It is stated that she started working at ASI from 16.06.2014 as a skilled casual worker on consolidated pay and experience certificate was issued to her on 07.01.2016, which has been produced as Exhibit – 1. She further

stated that she performed various types of work and received her consolidated pay of Rs. 18,000/- (Rupees eighteen thousand only) per month for the month of January, 2020 which has been supported by her Bank Statement produced as Exhibit – 14. It is averred that she performed continuous service for ASI from 16.06.2014 to 22.05.2020 and her employment was verbally terminated after she performed her work from February, 2020 to May, 2020 without complying the provisions of retrenchment under Section 25-F of the ID Act, 1947.

8. In cross-examination the witness deposed that on 19.05.2020 she was informed that her engagement with ASI was over. The employee denied the suggestion that she is not entitled to get Bonus. The workman witness produced the following documents in support of her case :

- (i) Copy of certificate dated 07.01.2016 issued by Superintending Archeologist/Head of the Office, ASI, in favour of Bishaya Roy that she was working in the office as a highly skilled Casual Worker from 16.06.2014 on purely temporary basis is produced as Exhibit - 1.
- (ii) Copy of the Bank Statement of Bishaya Roy, as Exhibit – 14.
- (iii) Copy of the Minutes of Meeting dated 24.08.2020, 10.09.2020, 23.09.2020 and 13.10.2020 of the Regional Labour Commissioner (Central), Guwahati in respect of the Industrial Dispute raised by the petitioners and others against ASI, as Exhibit 19, 20, 21 and 22 respectively, which reveals that no one represented ASI on three out of four dates fixed for conciliation.
- (iv) Copy of a Complaint dated 15.10.2020 lodged by the petitioner before Regional Labour Commissioner (Central), Guwahati regarding discontinuation of service and non-payment of salary, as Exhibit – 23.
- (v) Copy of the letter dated 15.10.2020 issued by the Labour Enforcement Officer (Central) to Superintending Archeologist, ASI, as Exhibit – 24.

9. Dr. N. K. Swain, Superintending Archeologist, ASI submitted his affidavit-in-chief on 18.01.2023, stating that the dispute raised by the petitioner does not attract the provisions of the ID Act, 1947 as the Archeological Survey of India is a Central Government Organisation which looks after the centrally protected monuments of National importance spread over the entire length and breadth of the country. It is further stated in the affidavit-in-chief that the petitioner was engaged for different periods of work between the year 2014 to January, 2020 for which payment has been cleared for the entire period and the instant application is an abuse of process of law. It is stated that Bishaya Roy was initially engaged in ASI on 16.06.2014 on daily wage basis and her attendance was recorded in muster roll up to May, 2017 as per available records. Thereafter, she was engaged on consolidated pay from June, 2017. The management witness denied the claim of the petitioner that she was engaged in the office of ASI on consolidated pay from 16.06.2014. The specific case of ASI is that the Competent Authority did not accorded sanction for the employee for the month of February, 2020 onwards and her work was discontinued. The employee was verbally informed from time to time about discontinuity of engagement. It is further stated that a casual worker is eligible for ad-hoc bonus if he / she worked for at least two hundred six days (206) in offices following five days a week in each year for three or more years as on 31st March of the relevant financial year. On his examination-in-chief on oath Management Witness – 1 deposed that he has been authorized by the Superintending Archeologist to adduce evidence on behalf of the management. He admitted the fact that Bishaya Roy was engaged at ASI from 16.06.2014 to May, 2017 and thereafter she was engaged as casual worker on temporary basis from June, 2017 to June, 2019 on consolidated pay of Rs. 15,000/- (Rupees fifteen thousand only) per month and subsequently on consolidated pay of Rs. 18,000/- (Rupees eighteen thousand only) from July, 2019. It transpires from his evidence that the Competent Authority did not accord sanction for continuation of service from February, 2020 and her service was discontinued without any Notice. According to the management witness the ex-worker is not entitled to any wages from February, 2020 nor any retrenchment benefits. The copy of sanction order of Competent Authority, whereby service of Bishaya Roy was extended was produced as Exhibit M-1. The proposal for sanction of continuation of service of Bishaya Roy for February, 2020 which was not granted by the Competent Authority has been produced as Exhibit M-2.

10. In cross-examination the witness stated that the proposal for continuation of service of Bishaya Roy was placed before the Competent Authority in March, 2020. Therefore, it is beyond doubt that there was no occasion for discontinuing the service of the employee in the month of February, 2020. It is evident from Exhibit M-2 that sanction used to be obtained post-facto. The evidence also reveals a clear admission that the service of the ex-worker was terminated without any Notice.

11. In course of cross-examination suggestion was put the management witness that Bishaya Roy continued to serve at ASI during February, 2020 to 22.05.2020, which the witness denied. The witness however admitted that the Vehicle Log Book of ASI dated 11.04.2020 bears the signature of Bishaya Roy, which has been admitted in the evidence as Exhibit M-3. This evidence suggests that the petitioner employee attended the office work on 11.04.2020 and she had access to the Vehicle Log Book of ASI even after January, 2020. The management witness produced copies of Attendance Register of Indrajit Sarma, Bishaya Roy and Salam Arjabharta Singh, for the months of February, March, April and May 2020, which was maintained at ASI. The copy of the Attendance Register from February, 2020 to May, 2020 has been collectively marked as Exhibit M-4. The witness admitted that no Notice of

disengagement was issued and denied that the employee is entitled to payment of retrenchment compensation and wages for the month of February, 2020 to May, 2020.

12. At the outset it would be apposite to consider the contention raised on behalf of ASI that the ID Act, 1947 is not applicable to the Archeological Survey of India. At the time of argument Dr. N. K. Swain, Superintending Archeologist did not press upon this issue. However, taking account of the contention raised in the pleading and in the evidence, this Tribunal cannot lose sight of the fact that before entering into the factual aspects of the case, the legal question raised by the management of ASI needs to be set at rest.

13. In the case of **Bangalore Water-Supply & Sewerage Board, Etc. Vs. R. Rajappa & Others [(1978) 2 SCC 213]** the constitution Bench of the Hon'ble Supreme Court of India laid down a comprehensive guideline that while interpreting the term 'industry', the sovereign functions strictly understood alone qualify for exemption of the establishment. It was observed by the Hon'ble Supreme Court of India as follows:

"I would also like to make a few observations about the so-called "sovereign" functions which have been placed outside the field of industry. I do not feel happy about the use of the term "sovereign" here. I think that the term 'sovereign' should be reserved, technically and more correctly, for the sphere of ultimate decisions. Sovereignty operates on a sovereign plane of its own as I suggested in Kesavananda Bharati Sripadagalvaru and Others Vs. State of Kerala and Another [(1973) 4 SCC 225] - supported by a quotation from Ernest Barker's Social and Political Theory. Again, the term "Regal", from which the term "sovereign" functions appear to be derived, seems to be a misfit in a Republic where the citizen shares the political sovereignty in which he has even a legal share, however small, inasmuch as he exercises the right to vote. What is meant by the use of the term "sovereign", in relation to the activities of the State, is more accurately brought out by using the term "governmental" functions although there are difficulties here also inasmuch as the Government has entered largely new fields of industry. Therefore, only those services which are governed by separate rules and constitutional provisions, such as Articles 310 and 311 should, strictly speaking, be excluded from the sphere of industry by necessary implication."

14. It is also pertinent to refer to the law laid down by the Hon'ble Supreme Court of India in the case of **Agricultural Produce Market Committee v. Ashok Harikuni, [(2000) 8 SCC 61]**, wherein it was held that :

"..... every governmental function need not be "sovereign". State activities are multifarious. From the primal sovereign power, which exclusively inalienably could be exercised by the Sovereign alone, which is not subject to challenge in any civil court to all the welfare activities, which would be undertaken by any private person. So merely one is employee of statutory bodies would not take it outside the Central Act. If that be then Section 2(a) of the Central Act read with Schedule I gives large number of statutory bodies should have been excluded, which is not. Even if a statute confers on any statutory body, any function which could be construed to be "sovereign" in nature would not mean every other function under the same statute to be also sovereign. The court should examine the statute to sever one from the other by comprehensively examining various provisions of that statute. In interpreting any statute to find it is "industry" or not we have to find its pith and substance. The Central Act is enacted to maintain harmony between employer and employee which brings peace and amity in its functioning. This peace and amity should be the objective in the functioning of all enterprises. This is to the benefit of both, employer and employee. Misuse of rights and obligations by either or stretching it beyond permissible limits have to be dealt with within the frame work of the law but endeavor should not be in all circumstances to exclude any enterprise from its ambit. That is why courts have been defining "industry" in the widest permissible limits and "sovereign" functioning within its limited orbit."

15. In their pleading as well as affidavit-in-chief of the management witness, ASI relied upon the decision of the Central Government Industrial Tribunal -cum- Labour Court, Jaipur in the case of **Bhagirath Sharma S/o Radheshyam Sharma Vs. Superintending Archaeologist, Archaeological Survey of India, Jaipur Circle [CGIT/B-18/97]**, wherein it was held that ASI does not attract ID Act, 1947. Therefore, the matter deserves to be dismissed outright. The Hon'ble High Court of Delhi in the case of **Archaeological Survey of India Vs. Presiding Officer, CGIT and Others [W.P.(C) 8154/2005 and C.M. No. 5958/2005]**, relying upon the decision of the Hon'ble High Court of Allahabad in the case of **Union of India v. Surendra Singh Rashtriya Adhayaksha (Supra.)**, concluded that the petitioner satisfies the requisites of an industry as per Section 2(j) of the ID Act, 1947. The functions that were performed by workers of ASI such as maintenance of gardens, removal of vegetation, repair works in ancient monuments etc. cannot be said to be the sole function of government. It can be performed by an external agency other than the Government which need not to be an instrumentality of state, and hence cannot be termed as sovereign functions. The decision of the CGIT-cum-LC, Jaipur in the case of **Bhagirath Sharma S/o Radheshyam Sharma (Supra.)** relied by the respondent establishment was overruled in that said case.

16. In the claim petition Bishaya Roy has disclosed that during the period of her service she has discharged various works in the office of the Superintending Archeologist, ASI, as per written and verbal order of the Head of the Office and she was primarily engaged in the Works Section of ASI to carry out work related to typing of official documents, maintaining budget and expenditure records, preparing billing, etc. The nature of work disclosed in Paragraph – 2 of the claim petition has not been denied in the written statement filed on behalf of ASI. Applying the

principle of non-traverse, I hold that the work performed by the aggrieved employee does not come within the folds of sovereign functions and the same is necessary for the functioning of any establishment. The triple test laid down by the Hon'ble Supreme Court of India in the case of **Bangalore Water-Supply & Sewerage Board, Etc. (supra.)**, are that the work performed by the petitioner is a (i) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical), and (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or service generated to celestial bliss i.e. making large scale Prasad or food). On satisfying these tests it can be concluded that there is an industry in the enterprise consequently the ID Act, 1947 would apply to ASI for the purpose of resolving the dispute raised by the employee.

17. The second facet of this case is based upon the factual aspects. The employee had been rendering work of various nature at ASI from 16.06.2014 as a skilled casual worker, initially on daily wages and her name appeared in the muster roll of ASI. Thereafter, from June, 2017 till discontinuation of her work she continued to be engaged on consolidated remuneration. The management witness in Paragraph -7 of his affidavit-in-chief stated that Bishaya Roy was engaged in ASI on 16.06.2014 on daily wage basis up to May, 2017 and thereafter on consolidated pay from June, 2017. He has further stated that she was engaged up to January, 2020 as per sanction of the Competent Authority and no payment was made after January, 2020. The management witness did not deny the assertion of the claimant that she continuously worked from 16.06.2014 to 22.05.2020. The management witness has made his statement on the basis of available record but did not come forward with any document that the engagement was discontinued or that she served the company for less than two hundred and forty days a year. An adverse presumption has been drawn against the management for not producing the muster roll as well as attendance register of the concerned employee for the entire period to prove that she worked for less than 240 days every year during those years or that she was not in continuous service as per Section 25-B of the ID Act, 1947. From Exhibit- 4, I find that Bishaya Roy had attended her duty in the month of February, 2020, March, 2020 and May, 2020 up to 22.05.2020. In the month of April, 2020 she appears to have put her signature in the Attendance Register on 11.04.2020 only and not on any other date. Be that as it may, it is well established from Exhibit- 4, a document produced by the management that the employee continued to perform the work at ASI even after January, 2020. The management representative has produced documents which are marked as Exhibit M-1 and M-2. It appears from Exhibit M-1 that on 31.01.2020, after end of the month, sanction was accorded for payment of remuneration @ Rs. 18,000/- to Bishaya Roy and two others for the month of January, 2020. From Exhibit M-2 it is gathered that a proposal for according sanction for payment of remuneration to the workers for the month of February, 2020 was submitted on 28.02.2020 but the Competent Authority disapproved the same on 03.03.2020. It would transpire from Exhibit M-2 that after completion of the month's work payment of remuneration was not made to the employee which is a clear violation of natural justice and amounts to unfair labour practice. It is admitted by the management that no Notice of discontinuation / termination was given to the employee. Exhibit M-4 clearly proves that the concerned employee had access to the workplace and had attended her work in the month of February, 2020, March, 2020 and May, 2020 up to 22.05.2020. It is also evident that the employee had attended work only one day in April, 2020 i.e., on 11.04.2020 which was the lockdown period due to COVID-19 pandemic. The Competent Authority of ASI has failed to perform his duties by not serving the Notice of termination / discontinuation to the employee, though she had rendered continuous service from June, 2014 till May, 2020 and thereby violated the provisions of Section 25-F of the ID Act, 1947. In order to appreciate the legitimacy of the petitioner's claim it would be worthwhile to reproduce the following provisions of Section 25-F of the ID Act, 1947 :

“ 25F. Conditions precedent to retrenchment of workmen. - No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette. ”*

In the instant case, I find and hold that due to non-service of one month's prior Notice of termination, to the employee who had been in continuous service for not less than one year, she shall be entitled to the wages for one month's consolidated pay for the period of Notice and shall also be entitled to retrenchment compensation which is equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months from 16.06.2014 till 22.05.2020. The management of ASI shall also clear all monthly remuneration to the worker for the months of February, 2020 to May, 2020 commensurating with.

18. The petitioner in her claim statement, evidence as well as in course of her argument claimed for payment of Bonus for the period from 16.06.2014 to May, 2020 as per provisions of Section 8 of the Payment of Bonus Act, 1965. The management of ASI vehemently opposed the same and contended that she is not entitled to any bonus and further asserted that a casual worker is entitled to ad-hoc bonus only if he or she performed duty for at least two hundred six days in offices following five days a week in each year. From the objection raised by the management it is evident that no bonus was paid to the employee at any point of time and the claim for bonus has not been admitted. On considering the provisions of the Payment of Bonus Act, 1965, it appears to me that same is applicable to every factory and every other establishment in which twenty or more persons are employed on any day during an accounting year provided that the appropriate Government may, after giving not less than two months' notice of its intention so to do, by notification in the Official Gazette to apply the provisions of this Act with effect from such accounting year as may be specified in the notification, to any establishment or class of establishments employing such number of persons less than twenty as may be specified in the notification. However, the Ministry of Finance, the Government of India by Office Memorandum bearing F. No. 7/22/2008 E-III(A) dated 26.10.2015 issued an order authorizing payment of a Non-Productivity Linked Bonus (Ad-hoc Bonus) amounting to 30 days emoluments to the eligible central government employees, not covered by Productivity Linked Bonus Scheme. The petitioner having performed continuous service at ASI as a casual skilled worker has fulfilled the requirement of performing at least two hundred six days in office of ASI, which follows five days a week in each year is therefore entitled to Ad-hoc Bonus at the prevailing rate during the period of his work.

19. It is well established from the materials on record and evidence adduced by the parties that the concerned employee was in continuous service of ASI since 16.06.2014 and was terminated from her employment without fulfilling the conditions precedent for retrenchment of workman. The management of ASI is therefore liable to compensate the employee for her retrenchment from service, i.e., stopping her work from 22.05.2020. In her claim statement the employee has prayed for her reinstatement in service and payment of back wages. At the time of advancing her argument Bishaya Roy did not press for her reinstatement and submitted that she is not inclined to opt for reinstatement. From the facts and circumstances of this case, I find that the status of the employee was that of a skilled casual worker on temporary basis, initially engaged on muster roll and thereafter on consolidated pay from June, 2017. It is manifestly clear from Exhibit M-1 and M-2 that the employee had served at ASI as a highly skilled casual worker on consolidated pay which was temporary in nature. The employee was not engaged against any sanctioned post, substantive post nor selected through established selection procedure. Under such circumstances the employee is not entitled to the relief of reinstatement in service under Section 25-H of the ID Act, 1947 or back wages for the period during which no service was rendered.

20. In view of my above discussion, the Industrial Dispute raised by the employee is allowed on contest. The management of ASI is directed to pay the aforesaid retrenchment compensation which is equivalent to fifteen days' average pay for every completed year of continuous service, payment in lieu of one month's Notice, usual remuneration / consolidated pay for the month of February, 2020 to May, 2020, commensurating with her attendance and ad-hoc Bonus for each accounting year from 2014 to 2020 within one month from the date of communication of the Award. A copy of Experience Certificate be also issued to the petitioner for the work rendered by her from June, 2014 till the last date of her attendance at ASI.

Hence,

ORDERED

that the Industrial Dispute is decided in favour of Mrs. Bishaya Roy on contest against ASI without cost. The Superintending Archeologist, ASI, Guwahati Circle, is directed to pay the consolidated monetary remuneration of Rs. 18,000/- per month to the employee for the month of February, 2020, March, 2020 and May, 2020, commensurating with her attendance. The Archeological Survey of India, Guwahati Circle is further directed to pay the retrenchment benefit of one month's pay for the notice period and retrenchment compensation equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months, Bonus as per rules / Notification of the Government of India and issue an Experience Certificate to the employee for the service rendered by her to Archeological Survey of India, Guwahati Circle. Let an Award be drawn up in the light of the above discussion. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer / Link Officer

नई दिल्ली, 19 दिसम्बर, 2024

का.आ. 2270.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मानव संसाधन प्रबंधक, मेसर्स गायत्री प्रोजेक्ट्स लिमिटेड जम्मू, जम्मू और कश्मीर, के प्रबंधन के संबद्ध नियोजकों और श्री यशपाल गुप्ता, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-

2,चंडीगढ़,पंचाट(संदर्भ संख्या 37/2023)को जैसा कि अनुलग्नक में दिखाया गया है,प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.12.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-216- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th December, 2024

S.O. 2270.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2023) of the **Central Government Industrial Tribunal cum Labour Court -2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **HR Manager, M/s Gayatri Projects Limited Jammu, Jammu and Kashmir, and Sh. Yashpal Gupta, Worker**, which was received along with soft copy of the award by the Central Government on 19.12.2024.

[No. L-42025/07/2024-216- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh

(Presided over by Mr. Kamal Kant).

ID No.37/2023

Registered on:-05.10.2023

Sh. Yashpal Gupta, R/o Raipur Jaggir, Ghou Manhasan, Jammu, Jammu and Kashmir-180002.

----- Applicant

Versus

Sanjay Sharma, HR Manager M/s Gayatri Projects Limited Jammu, Jammu and Kashmir-180002.

----Respondents

Present:- None for Workman

None for management.

Award : 06.11.2024

Central Government vide Notification No.08 (13)/2023/RLC/Jmu Dated 04.10.2023, under sub-section 5 of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of M/s Gayatri Projects Limited, B-1, 6-3-1090, TSR Towers, Raj Bhawan Road, Somajiguda, Hyderabad-500082 through its Managing Director in terminating the services of Shri Yashpal Gupta R/o Raipur Jaggir, Ghou Manhasan, Jammu, UT of Jammu and Kashmir-180002 w.e.f. 09.12.2022 is justified, fair and legal? If not what relief the workman is entitled to and from which date?”

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements on 21.11.2023 for 06.02.2024. The notice sent to the workman, referred above, was duly delivered to the workman on 06.12.2023. But no one turned up on behalf of workman 06.02.2024 and reference was adjourned for 04.07.2024. On 04.07.2024, notice was again issued to the workman for 06.11.2024 for appearance and filing claim statement. The said notice was delivered to the workman on 25.07.2024. Today also no one turned up on behalf of the workman. The workman has been given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his case against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 19 दिसम्बर, 2024

का.आ. 2271.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रोजेक्ट मैनेजर, वानसर कंस्ट्रक्शन कंपनी लिमिटेड, उधमपुर रियासी, के प्रबंधन के संबद्ध नियोजकों और श्री रतन सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 38/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.12.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-217- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th December, 2024

S.O. 2271.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/2023) of the **Central Government Industrial Tribunal cum Labour Court -2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Project Manager, Vansar Construction Co. Ltd., Udhampur Reasi, and Sh. Rattan Singh, Worker**, which was received along with soft copy of the award by the Central Government on 19.12.2024.

[No. L-42025/07/2024-217- IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh

(Presided over by Mr. Kamal Kant).

ID No.38/2023

Registered on:-05.10.2023

Sh. Rattan Singh, R/o VPO Dugga Khani Kote, Post Office Bakkal, Reasi, Jammu and Kashmir-182313.

----- Applicant

Versus

Mr. B P Reddy, Project Manager, Vansar Construction Co. Ltd., Udhampur Reasi.

---- Respondents

Present:- None for Workman

None for management.

Award : 06.11.2024

Central Government vide Notification No.08 (12)/RLC/Jmu Dated 04.10.2023, under sub-section 5 of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of M/s Vensar Construction Ltd. Udhampur through its project manager in terminating the services of Sh. Rattan Singh R/o VPO Dugga Khani Kote, Post Office Bakka, Reasi, UT of Jammu and Kashmir w.e.f. 30.08.2022 is justified, fair and legal? If not to what relief the workman is entitled to and from which date?”

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements on 21.11.2023 for 06.02.2024. The notice sent to the workman, referred above, was duly delivered to the workman on 25.11.2023. But no one turned up on behalf of workman 06.02.2024 and reference was adjourned for 04.07.2024. On 04.07.2024, notice was again issued to the workman for 06.11.2024 for appearance and filing claim statement. The said notice was delivered to the workman on 26.07.2024. Today also no one turned up on behalf of the workman. The workman has been given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his case against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer